

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

S1150002

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Personnel Administration

CONTRACTOR'S NAME

SAP Referral Services, LLC

2. The term of this Agreement is: July 1, 2011 through June 30, 2013

3. The maximum amount of this Agreement is: \$ 33,800.00
Thirty-Three Thousand Eight Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 Pages
Attachment 1 – SAP Provider Network by Location	13 Pages
Attachment 2 – Performance Guarantees	2 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit C – General Terms and Conditions	4 Pages
Exhibit D – Special Terms and Conditions	2 Pages
Exhibit E – Contractor Evaluation	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

SAP Referral Services, LLC

BY (Authorized Signature)

DATE SIGNED (Do not type)

6/6/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Dawn R. Dregier, President/CEO

ADDRESS

8831 Satyr Hill Road, Suite 107
Baltimore, MD 21234

STATE OF CALIFORNIA

AGENCY NAME

Department of Personnel Administration

BY (Authorized Signature)

DATE SIGNED (Do not type)

6/13/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Rodriguez, Chief, Administrative Services Division

ADDRESS

1515 S Street, North Building, Suite 400
Sacramento, CA 95811

California Department of General
Services Use Only

**EXEMPT FROM DGS
REVIEW/APPROVAL
PCC 10295 (C) (4)**

☐ Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

SAP Referral Services, LLC (Contractor) agrees to provide Substance Abuse Professional (SAP) services to the Department of Personnel Administration (DPA) as described herein:

Scope of Work

The contractor agrees to provide statewide SAP services to a consortium that has been established by the DPA to conduct drug and alcohol testing for the following testing programs: 1) Federally-mandated testing for commercial drivers and U.S. Coast Guard, State Reasonable Suspicion, random testing for BU 06 Excluded and Exempt employees and random testing for BU 06 rank and file employees. Employees who are tested are covered by the Federal drug and alcohol testing regulations, DPA regulations and collective bargaining agreements. SAP services must be provided for State employees located geographically throughout the entire state (Exhibit A, Attachment 1). Services shall adhere to all Federal and State regulations, policies and bargaining unit agreements.

Services Required

1. Employee Evaluation and Report to the Employer

For each case referred, the Contractor agrees to:

- Within 72 hours of initial call by the employee or a State agency official, conduct an initial (face-to-face) evaluation of the employee to assess their level of use of drugs and/or alcohol, and upon completion of the evaluation, either conclude that the employee does not need treatment or recommend appropriate treatment and/or resources to the employee. Within 72 hours (excluding holidays, Saturdays and Sundays) of meeting with the employee, prepare a written report to the employer indicating the course of action recommended to the employee.
- Monitor and evaluate the employee's progress throughout treatment and prepare a written report to the employer regarding the employee's progress in rehabilitation, including a determination as to whether the employee has properly followed the prescribed rehabilitation program. If necessary, the report will also specify any follow-up testing (including the number of tests required and the duration) required for the employee after the employee has returned to work. This report shall be provided to the employer within 72 hours (excluding holidays, Saturdays and Sundays) following the evaluation.
- All written reports regarding the SAP evaluation of an employee shall be expressed as specified by the State.

EXHIBIT A
(Standard Agreement)

- Except as otherwise agreed to by the State and the Contractor, the written report to the employer is to be delivered by first class mail or electronic transmission to a designated State representative. Records will be maintained as specified in 49 CFR, Part 40 of the FMCSA, USCG regulations 49 CFR Parts 16 and 4, State regulations or collective bargaining agreements. The Contractor will bear all costs of forms, reports, postage, and facsimile services, and, if required, courier services.
- For the purpose of this Agreement, a case is defined as:
 - a. An initial evaluation of the employee to assess the level of alcohol and/or drug use. If required, recommendation or referral to an appropriate treatment program. Monitor and evaluate the employee's participation in, and up to, their completion of treatment and/or return to work.
 - b. Prior to the employee returning to work, he/she shall be reevaluated, and the SAP will provide a written report to the employer as to the status of the employee's participation in treatment. The report shall also indicate the number and duration of follow-up tests required by the employee should that employee be returned to work.
 - c. If requested by an employer, the SAP will provide an "early return to work" evaluation on the employee. This is an optional component and is not included in the definition of a case as defined above.
 - d. If an employee tests positive on a follow-up test, a subsequent random or any other test, and is referred to the SAP for a subsequent evaluation, the evaluation will be considered a new case.

2. Confidentiality of Evaluations/Reports

Contractor agrees to maintain all necessary safeguards, records, and controls relative to the handling and processing of employee test results, inclusive of any information relating to the employee's evaluation by the SAP. Release of

information regarding an employee's evaluation shall be provided as specified by State and/or Federal confidentiality laws regarding disclosure of medical records.

The State reserves the right to conduct on-site inspections of the Contractor's facilities.

EXHIBIT A
(Standard Agreement)

3. Monthly Summary Reports

Contractor agrees to provide with each monthly invoice a statistical summary of all evaluations performed during the same calendar month. The report will include the total number of employees evaluated and total number of employees evaluated by each State department.

4. Contract Units and Prices

The work of the contract has been subdivided into "Items," each with a "Unit Price" and "Estimated Volume." Contract payments will be based on actual quantities of work performed as directed and accepted and shall be paid for at the Unit Price as shown on the Cost Proposal. The "Unit Price" figure will constitute full payment for meeting all the provisions of the above specifications.

5. Court Testimony

If required by the State, the Contractor or its qualified representative agrees to attend appeal hearings or court hearings and provide expert testimony concerning the methods used, reliability, and results of specific analyses. The State will pay:

- Fees for the services of an expert to provide consultation and/or testimony for such appeal or court hearing; and
- The actual cost of transportation (e.g., plane fare, taxi fare, parking, etc.) to such appeal hearing or court appearance and per diem not to exceed the rate paid to the State's non-represented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 50 cents per mile or equal to the current State of California Reimbursement Rate. The maximum per diem rate (including meals and lodging) allowed is \$124.00 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.

6. Stewardship Meetings

The Contractor is required to participate in Annual Stewardship meetings with DPA.

Miscellaneous Contract Provisions

Invitation for Bid (IFB) 500-10-02 entitled Substance Abuse Professional Services and Contractor's subsequent bid are hereby incorporated and made part of this Agreement by reference.

Project Representatives

The project representatives during the term of this agreement will be:

EXHIBIT A
(Standard Agreement)

State Agency: DPA	Contractor: SAP Referral Services, LLC
Name: Sydney Perry	Name: Dawn R. Dregier
Phone: (916) 324-2763	Phone: (410) 668-8110, Ext. 150
Fax: (916) 327-6431	Fax: (410) 668-8103

Direct all inquiries to:

State Agency: DPA	Contractor: SAP Referral Services, LLC
Section/Unit: Benefits Division	Section/Unit:
Attention: Sydney Perry	Attention: Dawn R. Dregier
Address: 1515 S St., No. Bldg., Ste. 400 Sacramento, CA 95811-7258	Address: 8831 Satyr Hill Rd, Ste. 107 Baltimore, MD 21234
Phone: (916) 324-2763	Phone: (410) 668-8110, Ext. 150
Fax: (916) 327-6431	Fax: (410) 668-8103

**EXHIBIT A – ATTACHMENT 1
(Standard Agreement)**

SAP PROVIDER NETWORK BY LOCATION

The following pages constitute Exhibit A, Attachment 1 to Agreement S1150002
SAP Referral Services, LLC

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

SAP PROVIDER NETWORK BY LOCATION

METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Bakersfield	Connie Wallace	1412 17 th Street, Suite 340, Bakersfield	(661) 205-1522	LMFT
*Chico	Darlene Cheryl	1370 Ridgewood Drive, Suite 9, Chico	(530) 345-3609	LCSW
*Fairfield	William Keeler	1020 Missouri Street, Fairfield	(707) 344-1601	LCSW
*Fresno	Al Everette	5339 N. Fresno Street, Suite 101, Fresno	(559) 924-0658	CADCII/ICADC
*Hayward	Lisa Montalvo	1395 San Carlos Avenue, Suite C4, San Carlos	(650) 631-0909	LMFT/CEAP
*Los Angeles	Dennis Brown	8512 Whitworth Drive, Los Angeles	(310) 360-8512	CADC/ICADC
*Long Beach	Marion Berg	2100 N Sepulveda, Manhattan Beach	(562) 531-6885	LMFT
*Marysville	David Scott	303 6th Street, Marysville	(530) 741-1428	CADCII/ICADC
*Merced	Scott Roberts	430 Crane Street, Turlock	(209) 656-9861	CADCII/ICADC

SAP PROVIDER NETWORK BY LOCATION

METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Modesto	Charles Wood	1101 Standiford Avenue, Suite B4, Modesto	(209) 526-6325	LCSW
*Oakland	William Lee	760 Market Street, Suite 520, San Francisco	(415) 771-1967	Psychologist
*Ontario	Albert Phillips	3629 Lynoak Street, Suite C, Pomona	(909) 731-7355	CADCII/ICADC
*Redding	Deborah Holub	610 Azalea Avenue, Redding	(530) 233-9700	CADCII/ICADC
*Redwood City	Lisa Montalvo	1395 San Carlos Avenue, San Carlos	(650) 631-0909	LMFT/CEAP
*Sacramento	Marguerite Story-Baker	3550 Watt Avenue, Suite 180, Sacramento	(916) 971-9006	LCSW
*Salinas	Leslie Kuberski	740 Front Street, Suite 335, Santa Cruz	(559) 786-0206	Psychologist
*San Bernardino	Rebecca Hyatt	47 First Street, Redlands	(760) 318-6570	LCSW
*San Diego	Neil Nation	5230 Carroll Canyon Road, Suite 200, San Diego	(858) 232-2808	LCSW
*San Fernando	Bahar Safaei-Far	18757 Burbank Boulevard, Suite 125, Tarzana	(818) 963-1338	Psychologist

SAP PROVIDER NETWORK BY LOCATION
METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*San Francisco	William Lee	760 Market Street, Ste 520, San Francisco	(415) 771-1967	Psychologist
*San Jose	William Lamb	1939 The Alameda, San Jose	(408) 260-0921	LMTF/CEAP
*San Luis Obispo	Dominick Lacovara, Jr.	11549 Los Osos Valley Road, San Luis Obispo	(805) 543-7040	LCSW
*San Rafael	John Schick	10 Millwood Street, Suite 3, Mill Valley	(415) 381-1689	Psychologist
*Santa Ana	Karmen Payne	660 Baker Street, Suite 219B, Costa Mesa	(800) 307-5327	CEAP
*Santa Barbara	Terri Jacobs	1650 Palma Drive, Ventura	(805) 660-1990	CADCII/ICADC
*Santa Cruz	Leslie Kuberski	740 Front Street, Suite 335, Santa Cruz	(559) 786-0206	Psychologist
*Santa Rosa	Ann Zimmer	1144 Sonoma Avenue, Suite 117, Santa Rosa	(707) 526-7720	LMFT
*Stockton	Scott Roberts	11 S. Joaquin Street, Suite 508, Stockton	(209) 656-9861	CADCII/ICADC
*Thousand Oaks	Terri Jacobs	145 Hodencamp Road, Suite 207, Thousand Oaks	(805) 660-1990	CADCII/NCACII

SAP PROVIDER NETWORK BY LOCATION

METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Ventura	Terri Jacobs	1650 Palma Drive, Ventura	(805) 660-1990	CADCII/ICADC
*Walnut Creek	Robert Harelson	3411C Mt. Diablo Boulevard, Lafayette	(925) 639-2555	LMFT

Bidders must place an asterisk (*) next to the site(s) where existing services are provided. Bidder must provide existing services in at least 80 percent of the total sites specified in this bid.

SAP PROVIDER NETWORK BY LOCATION
NON-METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Alturas	Deborah Holub	1302 N. East Street, Alturas	(530) 233-6606	CADCII/ICADC
*Barstow	Perry Guthrie	15367 Bonanza Road, Suite A, Victorville	(909) 399-8718	Psychologist
*Bishop	Timothy Schumacher	626 Houston Drive, Bishop	(760) 387-2198	CADCII/ICADC
Blythe	David Roman	82384 Sardinia Road, Indio	(951) 791-9500	CADCII/ ICADC
*Crescent City	Paula Nedelcoff	1802 California Street, Eureka	(707) 443-7358	LMFT/CEAP
*El Centro	Peter DiManno	1503 N. Imperial Avenue, Suite 205, El Centro	(760) 352-4773	LCSW
Eureka	Paula Nedelcoff	1802 California Street, Eureka	(707) 443-7358	LMFT/CEAP
Fort Bragg	Ann Zimmer	1144 Sonoma Avenue, Ste 117, Santa Rosa	(707) 526-7720	LMFT
*Indio or Palm Springs	David Roman	82384 Sardinia Road, Indio	(951) 791-9500	CADCII/ICADC
*Mt. Shasta or Yreka	Frank Cardoza	101 Old McCloud Ave, Mt. Shasta	(530) 598-0569	CADCII/ICADC

SAP PROVIDER NETWORK BY LOCATION
NON METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Paso Robles	Dominick Lacovara, Jr.	11549 Los Osos Valley Rd, San Luis Obispo	(805) 543-7040	LCSW
Susanville	Darlene Cheryl	1370 Ridgewood Drive, Ste 9, Chico	(530) 345-3609	LCSW
*Santa Maria	Cherri Neal	1115 E. Grand, Arroyo Grande	(805) 709-3359	CASII/NCAC
*South Lake Tahoe, Tahoe City, or Truckee	Pete Nielsen	1137 Emerald Bay Road, South Lake Tahoe	(877) 644-5411	CADCII/ICADC
*Ukiah	Ann Zimmer	1144 Sonoma Ave, Ste 117, Santa Rosa	(707) 526-7720	LMFT
*Visalia	Jerri Thompson	307 W. Murray Avenue, Visalia	(559) 625-8176	CADCII/ICADC

Bidders must place an asterisk (*) next to the site(s) where existing services are provided. Bidder must provide existing services in at least 80 percent of the total sites specified in this bid.

BACK-UP SAP PROVIDER NETWORK BY LOCATION
METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Bakersfield	Bahar Safaei-Far	4900 California Ave, Ste B210, Bakersfield	(818) 963-1338	Psychologist
*Chico	Lori Jackson	468 Manzanita Ave, Ste 8, Chico	(530) 343-1590	LCSW
*Fairfield	Margie Hackett	125 North Lincoln St., Ste H, Dixon	(707) 301-0108	LMFT/MAC
*Fresno	Lynn Lirette	5740 N. Palm, Ste 105, Fresno	(559) 224-8519	LCSW
*Hayward	William Lee	760 Market St, Ste 520, San Francisco	(415) 771-1967	Psychologist
*Los Angeles	Marian Spivey	5104 W 58th Place, Los Angeles	(213) 509-3633	LCSW/CEAP
*Long Beach	Richard Perla	12287 La Mirada Blvd, Ste B, La Mirada	(562) 944-3735	LMFT
*Marysville	Darlene Cheryl	475 D Oro Dam Blvd, Oroville	(530) 345-3609	LCSW
*Merced	Charles Wood	1101 Standiford Ave, Ste B4, Modesto	(209) 526-6325	LCSW
*Modesto	Scott Roberts	1130 Coffee Rd, Ste 3A, Modesto	(209) 585-6872	CADCII/ICADC

BACK-UP SAP PROVIDER NETWORK BY LOCATION

METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Oakland	Robert Harelson	3411C Mt. Diablo Boulevard, Lafayette	(925) 639-2555	LMFT
*Ontario	Perry Guthrie	10737 Laurel St., Ste 230, Rancho Cucamonga	(909) 399-8718	Psychologist
*Pasadena	Maurice Taylor	4525 Finley Ave, Los Feliz	(323) 662-4115	CADC/ICADC
*Redding	Darlene Cheryl	1370 Ridgewood Drive, Ste 9, Chico	(530) 345-3609	LCSW
*Redwood City	William Lamb	1939 The Alameda, San Jose	(408) 260-0921	LMFT/CEAP
*Sacramento	Pete Nielsen	5524 44th Street, Sacramento	(877) 644-5411	CADCII/ICADC
*Salinas	William Lamb	1939 The Alameda, San Jose	(408) 260-0921	LMFT/CEAP
*San Bernardino	Albert Phillips	3629 Lynoak St, Ste C, Pomona	(909) 731-7355	CADCII/ICADC
*San Diego	Sean O'Hara	16935 W. Bernardo Dr, Ste 110, San Diego	(619) 994-9550	Psychologist
*San Fernando	Maurice Taylor	4525 Finley Ave, Los Feliz	(323) 662-4115	CADC/ICADC

BACK-UP SAP PROVIDER NETWORK BY LOCATION
METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*San Francisco	Robert Harelson	3411C Mt. Diablo Boulevard, Lafayette	(925) 639-2555	LMFT
*San Jose	Earl Thygeson	1939 The Alameda, San Jose	(408) 244-6285	LCSW
*San Luis Obispo	Cherri Neal	1115 E. Grand, Arroyo Grande	(805) 709-3359	CASII/NCAC
*San Rafael	William Lee	760 Market St, Ste 520, San Francisco	(415) 771-1967	Psychologist
*Santa Ana	Michael Finch	23232 Peralta Drive, Laguna Hills	(949) 525-3696	CADCII/ICADC
*Santa Barbara	Michael Vinaver	314 West 4th St, Oxnard	(310) 479-1545	CADCII/ICADC
*Santa Cruz	William Lamb	1939 The Alameda, San Jose	(408) 260-0921	LMFT/CEAP
*Santa Rosa	Richard Zimmer	1144 Sonoma Ave, Ste 117, Santa Rosa	(707) 526-7720	Psychologist
*Stockton	Charles Wood	1101 Standiford Ave, Ste B4, Modesto	(209) 526-6325	LCSW
*Thousand Oaks	Bahar Safaei-Far	18757 Burbank Blvd, Ste 125, Tarzana	(818) 963-1338	Psychologist

BACK-UP SAP PROVIDER NETWORK BY LOCATION
METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Ventura	Michael Vinaver	314 West 4th St, Oxnard	(310) 479-1545	CADCII/ICADC
*Walnut Creek	Rhonda Otway	913 San Ramon Valley Blvd, Danville	(925) 890-3989	LMFT

Bidders must place an asterisk (*) next to the site(s) where existing services are provided. Bidder must provide existing services in at least 80 percent of the total sites specified in this bid.

BACK-UP SAP PROVIDER NETWORK BY LOCATION
NON-METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Alturas	Frank Cardoza	101 Old McCloud Ave, Mt. Shasta	(530) 598-0569	CADCII/ICADC
*Barstow	Rebecca Hyatt	47 First Street, Redlands	(760) 318-6570	LCSW
*Bishop	Paul McWilliams	20412 Brian Way, Ste 1A, Tehachapi	(661) 823-0661	LCSW
*Blythe	Peter DiManno	1503 N. Imperial Avenue, Ste 205, El Centro	(760) 352-4773	LCSW
*Crescent City	Steven Fogelman	10 South Bartlett St, Medford	(541) 482-1718	LPC/NCACII
*El Centro	Sean O'Hara	7200 Parkway Dr, Ste 113, La Mesa	(619) 994-9550	Psychologist
*Eureka	Deborah Holub	610 Azalea Ave, Redding	(530) 233-9700	CADCII/ICADC
*Fort Bragg	Richard Zimmer	1144 Sonoma Ave, Ste 117, Santa Rosa	(707) 526-7720	Psychologist
*Indio or Palm Springs	Rebecca Hyatt	1111 E. Tahquitz Canyon Way, Palm Springs	(760) 318-6570	LCSW
*Mt. Shasta or Yreka	Steven Fogelman	611 Siskiyou Blvd, Ashland	(541) 482-1718	LPC/NCACII

BACK-UP SAP PROVIDER NETWORK BY LOCATION

NON-METROPOLITAN AREAS

LOCATION	PROVIDER NAME	STREET ADDRESS	PHONE NUMBER	LICENSURE
*Paso Robles	Cherri Neal	1115 E. Grand, Arroyo Grande	(805) 709-3359	CASII/NCAC
*Susanville	Lori Jackson	468 Manzanita Ave, Ste 8, Chico	(530) 343-1590	LCSW
*Santa Maria	Dominick Lacovara, Jr.	11549 Los Osos Valley Rd, San Luis Obispo	(805) 543-7040	LCSW
*South Lake Tahoe, Tahoe City, or Truckee	Robert Harelson	12530 Lausanne, Truckee	(925) 639-2555	LMFT
*Ukiah	Richard Zimmer	1144 Sonoma Ave, Ste 117, Santa Rosa	(707) 526-7720	Psychologist
*Visalia	Al Everette	245 North M Street, Tulare	(559) 924-0658	CADCII/ICADC

Bidders must place an asterisk (*) next to the site(s) where existing services are provided. Bidder must provide existing services in at least 80 percent of the total sites specified in this bid.

**EXHIBIT A – ATTACHMENT 2
 (Standard Agreement)**

PERFORMANCE GUARANTEES

July 1, 2011 – June 30, 2013

SAP Standard	Measurement Methodology and/or Standard	Percent of Contract Value at Risk
IMPLEMENTATION		
Receipt of Contract	Contract received by DPA within two weeks of final draft provided to Contractor.	.2%
SAP network in place and operational	By contract implementation date (July 1, 2011)	.2%
Toll-free number available to access SAP Services	By contract implementation date (July 1, 2011)	.2%
Written Procedures/Protocol for accessing SAP Services	Received by DPA by June 15, 2011	.2%
Satisfactory Contract Implementation	By contract implementation date (July 1, 2011)	.2%
ADMINISTRATIVE REQUIREMENTS		
Timely SAP evaluations to State Departments	Initial Evaluation conducted within 72 business hours of initial contact by State department or employee. Employee progress report provided to employer within 72 business hours of employee evaluation.	2%
Quarterly utilization reports submitted to DPA	Received by DPA within two weeks of close of the quarter	.5%
<ul style="list-style-type: none"> Grievances reported to DPA Report of final resolution of grievances sent to DPA 	Within 45 days of initial filing Within 45 days of initial filing	.5%
<i>Overall quality of Provider's Services</i> Surveys will be conducted on an annual basis. A minimum of 90% satisfaction survey respondents rating the overall quality of SRS as "good" or above.	Client Satisfaction Survey results	1%

**EXHIBIT A – ATTACHMENT 2
(Standard Agreement)**

PERFORMANCE GUARANTEES

July 1, 2011 – June 30, 2013

- Any penalties assessed are applied up to 5% of annual contract expenditures.
- No one metric can represent more than 5% of the total possible penalty percentage.
- The annual performance average will be utilized as the basis for any penalties that apply.
- Annual penalties, if any, will be calculated within 90 days of the close of the period.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices by DPA, the Contractor will be compensated for actual expenditures incurred in accordance with the rates specified herein:

- Employee Evaluations \$ 525.00/Case
- Expert Testimony \$ 230.00/Hour

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears for review and approval for payment to:

Department of Personnel Administration
Benefits Division – Julie Lowe
1515 S Street, No. Bldg., Suite 400
Sacramento, CA 95811

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions under this Agreement.

The parties acknowledge and agree that the State's duty to issue payment on the invoices under this Agreement shall not arise unless and until there is a duly enacted State budget that provides the legally required spending authority to pay said invoices. Failure by the State to pay invoices during periods of time when there is no State budget shall not constitute a breach of this Agreement and provides no grounds for termination by Contractor. The Contractor agrees to withhold termination proceedings for ninety (90) days following notification by the State that it is unable to make invoice payments due to a lack of an enacted State budget.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to State, or offer an agreement amendment to Contractor to reflect the reduced amount.

The State's obligation to make any payments under this contract shall be suspended during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

EXHIBIT B
(Standard Agreement)

Nothing in this Agreement is intended to restrict DPA's right to terminate this Agreement at any time for any reason including but not limited to the absence of an appropriation in the Budget Act of the current year and/or any subsequent years covered.

Prompt Payment Clause

It is mutually agreed that the Contractor does not waive any right to payment for approved services rendered in a prior fiscal that was covered by a Budget Act that was approved by the Legislature and signed into law by the Governor for that prior fiscal year. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C
(Standard Agreement)

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the

EXHIBIT C
(Standard Agreement)

Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded

EXHIBIT C
(Standard Agreement)

by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Prelitigation Dispute Resolution Process: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by written agreement shall be decided by the DPA, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor will have thirty (30) calendar days after receipt of such decision to submit a written protest to the DPA specifying in detail in what particulars the Agreement requirements were exceeded. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment in Agreement terms and the DPA's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement upon receipt of written order from the DPA to do so.

Agency Liability: The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Subcontractors: Nothing, contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Termination of Agreement: The DPA may terminate this Agreement or any part thereof for any reason or no reason by giving the Contractor thirty (30) days written notice of the effective date of termination. In the event of such termination, the State shall be relieved of any payments arising under this Agreement and may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

Provisions: If any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provision has never been inserted herein.

EXHIBIT D
(Standard Agreement)

Amendments: Any changes to this Agreement shall be agreed to in writing by both parties. Persons designated to have authority in providing instruction to facilitate changes to this Agreement are listed in Exhibit A, Scope of Work. Persons authorized to provide daily operation instructions are also listed in the Scope of Work, Attachment A. The Department may amend either listing pursuant to a written notification.

Indemnification: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Nothing in this Agreement shall preclude the State from participating in and/or providing its own defense. However, Contractor shall not be relieved from its obligation to indemnify, defend and save harmless the State, its officers, agents and employees even though the State participates in and/or provides its own defense.

Inspections: The DPA reserves the right to conduct on-site inspections of the Contractor's and sub-contractor's facilities and to require the Contractor to participate in blind testing for quality control purposes.

Settlement of Disputes: Any claim that the Contractor may have regarding the performance of this agreement, including, but not limited to, claims for additional compensation, extension of time, shall be submitted to the Department of Personnel Administration, Legal Division within ten (10) days of discovery of the problem. Within ten (10) days of this filing, the Chief Counsel or Designee shall meet with the Contractor and assigned attorney for purposes of resolving the dispute. Should the Contractor disagree with the decision, the Contractor may appeal to the DPA Director or Designee within fifteen (15) working days of the decision. The DPA Director, or Designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Director or Designee shall be returned to the Contractor within thirty (30) days of the meeting. The decision of the DPA Director or Designee shall be final. Except that, nothing in this section shall constitute a waiver by the Contractor to seek enforcement of any right under this contract after the above dispute resolution procedures have been exhausted.

Force Majeure: The parties' performance under this Contract is subject to government regulation, or governmental decision that restricts travel, acts of God, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract or, alternatively postpone any hearing previously scheduled pursuant to this agreement, for any one or more of such reasons upon notice to the other party of such occurrence or receipt of any of the above occurrences. This agreement may be terminated, or alternatively the hearing postponed, for any one or more such reasons without prejudice or penalty.

EXHIBIT E
(Standard Agreement)

CONTRACTOR EVALUATION

Notice of Agency Evaluation of Contractor Performance Per Public Contract Code

Within sixty (60) days after the completion of this Agreement, the assigned attorney shall complete a written evaluation of the Contractor's performance under this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation form (STD 4), and maintained in the Agreement file. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10367; 10369; 10370).